



Terms and Conditions

All prices are subject to VAT at the current rate

- Our Terms & Conditions apply at all times and any associated enclosures, annexed to these conditions, form the terms and conditions of this Agreement to which both parties agree to be bound for the provision of services.
- Once any media containing recordings (video and/or audio) made on your behalf has been given to you NO COPY will be kept (unless stated in writing).
- Any projector used on an event in a venue/room where there is oil based haze could become contaminated by the haze, if so a cleaning/repair cost will be charged to the hirer.

1. Definitions

In this Agreement:

“Agreement” means the obligations and duties contained herein and the enclosures annexed hereto;

“Charges” means those outlined in the enclosure annexed to this Agreement;

“Confidential Information” means all financial, business, technical or other data and all other information (whether written, oral or in electric form or other media) concerning the business affairs of a party that the other party obtains, receives or has access to as a result of the discussions leading up to the entering into or the performance of this Agreement;

“Deposit” means the sum of 20% or such other sum as may be agreed in writing, which shall be payable by you with the booking confirmation, pursuant to Clause 6.1 and any Enclosures annexed hereto.

2. Duration of Agreement

This Agreement shall last until the completion of the agreed service from the date hereof.

3. Entire Agreement

3.1 This Agreement constitutes the entire Agreement and understanding between you and us and supersedes any previous agreement between you and us relating to the subject matter of this Agreement.

3.2 Each of the Parties acknowledges and agrees that in entering into the Agreement it does not rely on and shall have no remedy in respect of any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to this Agreement or not) other than as expressly set out in this Agreement as a warranty. The only remedy available to a party for breach of warranty

shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall operate to limit or exclude any liability for fraud. **Don't Understand?**

3.3 Your booking of our services is deemed acceptance of the terms and conditions of the Agreement and shall apply irrespective of any further standard terms and conditions that may appear on any other form you submit.

4. Our Obligations

4.1 We shall, upon payment of the Deposit (if any), pursuant to Clause 6, and receipt of a signed copy of the Booking Confirmation Form, undertake to perform the following: -

4.1.1 To use our reasonable endeavours to provide you with goods and services for your event/function as per our Booking Confirmation form.

4.1.2 to immediately notify you in the event of any change in circumstances (to include but not limited to operation of law) that renders the performance or completion of our obligations under this Agreement temporarily or permanently impossible;

4.1.3 use our reasonable endeavours to ensure that the equipment is supplied and is operational.

4.2 In the event that the equipment and/or services, become temporarily un-useable or unavailable (other than as a result of accident, damage, theft or vandalism), make available replacement equipment and/or services (not necessarily of the same type and age) within 48 hours (or as soon after that as is practicable).

5. Your Obligations

You warrant that you: -

5.1 will pay all reasonably incurred charges in full and VAT or any similar tax (if applicable) as and when they become payable in accordance with Clause 6 herein

5.2 will immediately notify us in the event of any change in circumstances (to include but not limited to operation of law) that renders the performance or completion of our obligations under this Agreement temporarily or permanently impossible;

6. Payment

6.1 You agree to the payment of the deposit (if due). Such sum is not refundable in any circumstances but shall be deducted from the monies due to us under Clause 6.2 below;

6.2 You agree to pay the total sum as stated in the Booking Confirmation Form for our services under this Agreement, minus any deposit you have paid and you further agree to pay all reasonable extra charges, in addition to the aforementioned sum, incurred by us in fulfilling our obligations to you under this Agreement. Such monies shall be paid to Filament Publishing as cleared on or before the day of the event/function.

6.3 Notwithstanding the generality of the above clause 6.2, with respect to an engineered hire, if the duration of the event/function runs over time by more than 30 minutes, we reserve the right to charge for the extra time.

6.4 Any additional equipment/crew/transport ordered after receipt of order confirmation whether in writing or verbally shall incur relevant additional charges as per our normal charging structure (i.e. book rate) which shall, at all times, be payable by you. Such additions can only be accepted from the appointed person with

budgetary authority. The appointed person must be confirmed in writing to Filament Publishing on the day prior to our setting up. Note: Any change in specification may incur additional costs.

6.5 In the event that we do not receive cleared funds on or before the day of the event/function/hire, we reserve the right not to perform the service. Any exceptions must be agreed in writing prior to set up of the event.

6.6 We reserve the right to amend, upon giving one month's notice, the price of services supplied in line with market rates for such service and you agree that it is reasonable for us to do so.

6.7 We will issue an invoice prior to commencement of work and this must be paid in full prior to works taking place.

All invoices for printing must be paid in full prior to commencement of same.

Other works undertaken by Filament Publishing must be ordered with a valid Purchase Order or alternative document acceptable to Filament Publishing with defined instructions. Unless otherwise stated and agreed in writing by Filament Publishing on your Order Form, our invoice charges are due net 30 days from invoice date.

Overdue Charges

If any invoiced amount is not received by Filament Publishing by the due date, those charges may accrue late interest at the rate of 2% of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower, and/or we may condition future business on shorter payment terms.

7. Cancellations

7.1 Should you cancel your event/function:-

7.1.1 after having formally confirmed the event (i.e. booking confirmation form has been signed and returned, or you have supplied us with an official purchase order or any other form of written confirmation) then the amount of 20% of the full fee shall become due and payable (less any deposit already paid), immediately, pursuant to Clause 6 herein.

7.1.2 within 14 days of the date of the event/function, 50% of the full fee for the event/function shall become due and payable (less any deposit already paid by you), immediately, pursuant to Clause 6 herein.

7.1.3 within 7 days of the date of the event/function, the full fee for the event/function shall become due and payable, immediately, pursuant to Clause 6 herein.

7. Cancellation Terms

Filament Publishing – The Supplier

Filament Publishing reserves the right to cancel the Service (or any part thereof) if:-

- 1) The Client breaches any of its duties or obligations under the Contract.
- 2) In the opinion of Filament Publishing the Client has requested a significant change of the Contract or service.
- 3) Filament Publishing is not satisfied with the Client's credit status.

- 4) Filament Publishing is requested to cancel the event by order of any Government or Public Authority.

The Client

- 1) The booking with me “Cancelled” by Filament Publishing when a client, by written notification by the event manager, cancels or postpones the entire booking.
- 2) In the event of termination of the Contract for any reason, Filament Publishing shall have the right to impose a cancellation charge which shall be calculated as detailed below:-
 - a) If cancelled at any time after an order has been placed, a 20% fee will be charged (+ any unrecoverable costs at that time) e.g cancellation costs imposed on Filament Publishing by the venue operator.
 - b) If cancelled 14 days prior to the first day of the event, the cancellation charge will be 50% + any unrecoverable costs at that time e.g cancellation costs imposed on Filament Publishing by the venue operator.
 - c) If cancelled less than 7 days prior to the first day of the event, the cancellation charge will be 100%.
- 3) On termination of this contract for any reason, the Client shall immediately pay to Filament Publishing all of the cancellation charges as provided for above, less any amount already paid.

8. Liability

8.1 Except as provided in this Clause 9, neither party shall be liable to the other, whether in contract, tort or otherwise loss or damages which are:

- a) Not the fault of the other party;
- b) Indirect and/or not reasonably foreseeable
- c) Loss of business, profits, savings, revenue, or goodwill whether caused to the other party through any breach of this Agreement or any matter arising under it.

8.2 In respect of any liability of Filament Publishing it is agreed that this is limited to the Agreed fee to be charged pursuant to Clause 6.2, the Parties, herein, agree that it is reasonable to do so.

8.3 Neither Party excludes liability for negligent acts or omissions causing death or personal injury to any person.

9. Insurance

9.1 We agree to obtain and maintain in force with a reputable Insurance Company, or a Lloyds Underwriter, all necessary insurance policies in which to fulfil our obligations arising under this Agreement.

9.2 We shall undertake to do nothing to invalidate such insurance policies and such policies will be at all times, paid up to date during the duration of this agreement.

10. Force Majeure

10.1 For the provisions of this Agreement “Force Majeure” shall mean any event or cause happening to prevent either Party performing its obligations which arise from or is attributable to acts, events, omissions or accident beyond the control of either Party.

10.2 For the purpose of clarity such acts, events, omissions or accidents are, but are not limited to, acts of God, war, hostilities (whether war declared or not), invasion, act of foreign enemies, terrorism (National and International), sabotage, riot, explosion, storm, flood, disease, or other natural disaster, Governmental control, restrictions or prohibitions or any other Governmental act or omission whether National or international, and industrial disputes of any kind.

10.3 If either Party is prevented or delayed in the performance of its obligations under this Agreement by Force Majeure, that Party shall immediately or as soon as reasonably practicable, serve notice in writing upon the other Party, specifying the nature and the extent of the circumstances giving rise to the Force Majeure and shall, upon giving this notice, suffer no liability in respect of its performance of its obligations under the Agreement, such that the performance of the obligations are prevented by Force Majeure, during the continuation of the Force Majeure events and for such time after they cease is as necessary for the affected Party, using reasonable endeavours to recommence its performance of its obligations;

10.4 Any Party claiming to be prevented from the performance of any of its obligations under this Agreement by reason of Force Majeure shall take all reasonable steps as are necessary to bring the Force Majeure event to a close or find a solution by which the Agreement may be performed despite the continuance of the Force Majeure event.

11. Termination

We shall be entitled to terminate the Agreement without liability by giving notice to the other at any time if: -

11.1 That Party breaches any of these Terms and Conditions, provided that the breach is capable of remedy, the Agreement shall not be terminated unless and until the Party in breach shall have failed to remedy the breach within 14 days of such notice; **Remove**

11.2 That Party makes any voluntary arrangements with its Creditors (within the meaning of the Insolvency Act 1986) or (being a Company) becomes subject to an administration order, goes into liquidation (otherwise for the purpose of amalgamation or reconstruction) or (being an individual) becomes bankrupt; or any Third Party takes possession or a receiver is appointed, over any of the property or assets of the other Party; **Remove**

11.3 That Party ceases, or threatens to cease, to carry on business; or

11.4 That Party is affected by a Force Majeure event as detailed in Clause 13 of this Agreement; or

11.5 If that Party reasonably apprehends that any of the events mentioned above is about to occur in relation to the other Party and notifies the other Party accordingly.

11.6 Termination of this Agreement or any part thereof shall not affect any accrued rights or liabilities of either Party nor shall it affect the coming into force or the continuation in force of any provision of this Agreement which expressly or by implication is intended to come into or continue in force on or after such termination.

12. Severability

This Agreement is severable in that if any provision of this Agreement is determined to be illegal or unenforceable by any Court of competent jurisdiction, such provision shall be deemed to have been deleted without affecting the remaining provisions of this Agreement.

13. Waiver

Any delay or failure to exercise a right or remedy arising under this Agreement or by operation of law does not constitute a waiver of the right or remedy or waiver of any other right or remedy. A waiver of a breach of terms or of default under this Agreement does not constitute a waiver of any other breach or default and shall not affect any other terms contained in this Agreement. Any such waiver of a breach or default under this Agreement shall not prevent a Party from subsequently requiring compliance with the waived obligation. The rights and remedies provided by this Agreement are cumulative and (subject as otherwise provided in this Agreement) are not exclusive of any rights or remedies arising under law. **Remove**

14. Contracts (Rights of Third Parties) Act 1999

Both Parties hereby acknowledge and agree to contract out of the Contracts (Rights of Third Parties) Act 1999, and that any rights arising from the said Act in respect of any Third Parties are void and shall have no application to this Agreement. **Remove**

15. No Partnership / Agency

Nothing in this Agreement is intended or shall operate to create a Partnership or joint venture of any kind between the Parties, or authorise a Party to act as Agent for the other, and neither Party shall have the authority to act in the name or on behalf of or otherwise to bind the other in any way (including but not limited to the making of any warranty, representation, assumption of obligation or liability or the exercise of any right or power).

16. Variation

This Agreement shall be capable of being varied only by a written instrument signed by a duly authorised officer or representative of both Parties.

17. Law

This Agreement shall be governed and construed in accordance with the Law of England. Each Party irrevocably agrees to submit to the exclusive jurisdiction of the Courts of England over any claim or matter arising under or in connection with this Agreement or the legal relationships established by this Agreement. By signing the booking confirmation, I hereby state that I have read foregoing terms and have understood their nature and effect and I hereby agree to be bound by the terms herein.

Filament Events is a division of Filament Publishing Ltd

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